

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 8/8/2013

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Modification No. 1 to Agreement with Fuqua & Partners Architects, P.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to modify the agreement with Fuqua & Partners Architects, P.C. for Engineering Design Services for Church Street Bridge Renderings, Project No. 65-13-BR04, by Modification No. 1

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This modification is for revisions to the new Church Street bridge structure for pedestrians at Big Spring Park and its outside appearance requiring additional changes to the new renderings being prepared. These renderings will replace the 2011 versions and show both sides of the bridging structure for a lump sum amount of \$1,400.00. Account No. 23-6500-0813-8130.

Associated Cost: \$1,400.00

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head:

Date:

7/29/13

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **8/8/2013**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Modification 1**

Document Name: **Fuqua & Partners-Church St Bridge Renderings-Project No.65-13-BR04**

City Obligation Amount: **\$1,400.00**

Total Project Budget: **\$8,899.00**

Uncommitted Account Balance: **0**

Account Number: **23-6500-0813-8130**

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>Kathy Martin</i>	<i>7/29/13</i>
2) Legal	<i>Mary Cates</i>	<i>7/30/13</i>
3) Finance	<i>[Signature]</i>	<i>7/31</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to amend the Agreement with Fuqua & Partners Architects, P.C., dated April 30, 2013, in the amount of SEVEN THOUSAND FOUR HUNDRED NINETY-NINE AND NO/100 DOLLARS (\$7,499.00), by Modification No. 1 to include an increase of ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$1,400.00), for a total contract amount of EIGHT THOUSAND EIGHT HUNDRED NINETY-NINE AND NO/100 DOLLARS (\$8,899.00). There are an additional one hundred and twenty-one (121) calendar days added to contract completion. New end date: September 15, 2013, for additional engineering services associated with the Church Street Bridge Renderings, Project No. 65-13-BR04, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Modification No. 1 to Agreement Between the City of Huntsville, Alabama and Fuqua & Partners Architects, P.C. for Engineering Services for Church Street Bridge Renderings, Project No. 65-13-BR04 dated April 30, 2013" consisting of a total of three (3) pages plus one (1) additional page consisting of Attachment "A", and the date of August 8, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 8th day of August, 2013.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 8th day of August, 2013.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)

COUNTY OF MADISON)

Modification No. 1 to Agreement Between
the City of Huntsville, Alabama and
Fuqua & Partners Architects, P.C. for
Engineering Services for Church Street
Bridge Renderings, Project No. 65-13-
BR04, dated April 30, 2013

THIS MODIFICATION TO AN AGREEMENT is entered into on this the 8th day of August, 2013, by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (Owner) and Fuqua & Partners Architects, P.C., (ENGINEER).

WITNESSETH

WHEREAS, the firm identified as the ENGINEER to the Agreement between City of Huntsville and Fuqua & Partners Architects, P.C., has proposed a Change to the Original Agreement identified as Attachment "A" to this modification which provides additional engineering services associated with Church Street Bridge Renderings.

WHEREAS, the Owner desires that the contract drawings be altered to be consistent with Attachment "A" hereto.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Owner and the ENGINEER agree to the following modifications to the agreement:

1. Fuqua & Partners Architects, P.C. will provide additional services as per Attachment "A". There are an additional one hundred and twenty-one (121) calendar days added to contract completion. New end date: September 15, 2013.

**President of the City Council of the City
of Huntsville, AL**
Date: August 8, 2013

2. All tasks described in Attachment "A" shall be performed in accordance with the original agreement dated April 30, 2013 in the amount of SEVEN THOUSAND FOUR HUNDRED NINETY-NINE AND NO/100 DOLLARS (\$7,499.00), and modification, as described in the letter from Les Tillery, dated July 16, 2013, as shown as Attachment "A" at a lump sum total amount of ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$1,400.00) for a revised lump sum amount of EIGHT THOUSAND EIGHT HUNDRED NINETY-NINE AND NO/100 DOLLARS (\$8,899.00).
3. The terms of this contract modification and the execution thereof is not in any way to be viewed as a waiver on the part of the Owner of any of its rights pursuant to the Contract as modified previously.
4. All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have entered their hands and seals and attest to the same with the signature of the Mayor being the official act of the said municipality in accordance with her duly constituted authority.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle
Its Mayor

ATTEST:

Charles E. Hagood
City Clerk-Treasurer

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Charles E. Hagood, whose names as Mayor and City Clerk-Treasurer of the City of Huntsville, a municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____, 2013.

Notary Public
My Commission Expires: _____

ENGINEER: FUQUA & PARTNERS
ARCHITECTS, P.C.

By: _____

ATTEST:

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Les Tillery, as Principal, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such officer, executed the same with full authority for and as the act of said Corporation on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____, 2013.

Notary Public
My Commission Expires: _____

**FUQUA
& PARTNERS
ARCHITECTS**

MEMBER OF THE AMERICAN
INSTITUTE OF ARCHITECTS

Architecture

Interior Design

Master Planning

Media Visualization

Joseph A. Fuqua

Tim K. Packard

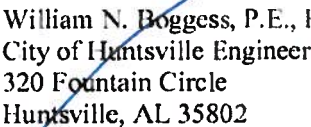
Rodney K. Steger

Bart G. Bankowski

Leslie N. Tillery

ATTACHMENT "A"

July 16, 2013


William N. Boggess, P.E., R.E.M.
City of Huntsville Engineering Department
320 Fountain Circle
Huntsville, AL 35802

Re: Church St. Bridge Renderings, Additional Services Proposal

Dear Bill,

As we discussed earlier today via email, part of our original proposal for the renderings included a provision for additional fees in the event there were any design changes. As you know, the design has been changed to include a crash barrier on the bridge span. After working through the design issues associated with the crash barrier, we are now ready to complete the renderings.

We propose to complete the revisions necessary to incorporate the design changes into the renderings for a lump sum of \$1,400. This fee is in addition to our original fee of \$7,499.

We will begin work on the revisions immediately and expect to be able to schedule a meeting with interested parties next week to review the revised digital model to select acceptable views. If all goes as expected and there are no further revisions required, we intend to deliver the finished renderings on or before July 31, 2013.

The additional services fee plus the original lump sum fee proposed above will remain in effect throughout the duration of the contract. Prior to completion of the project, any design change made by the Owner that involves additional rework of the renderings will be billed at FPA's standard hourly rates or lump sum proposal.

Please let me know if you have any questions. We look forward to continuing the development of this exciting project.

Respectfully,



Les Tillery, AIA, LEED AP
Principal
Fuqua & Partners Architects, P.C.